## Case 5:15-cv-00332-OLG Document 9-2 Filed 07/10/15 Page 1 of 67

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2200 North Loop West, Suite 108 Houston, Texas 77018 713-861-8833 (P) 713-682-8866 (F)

# **FACSIMILE TRANSMISSION**

## **Confidentiality Notice**

The documents accompanying this telecopy transmission contain confidential information which is legally privileged. The information is intended only for the use of the recipient named above. If you have received this telecopy in error, please immediately notify us by telephone to arrange for return of the telecopied documents to us, and you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited,

TO:

Jameson Joseph Watts

FROM:

CHAD D. ELROD

REGARDING:

Written Discovery to Mortgage Electronic Registration Systems, Inc.

("MERS") in 5:15-cv-00332-OLG Kreway v. Countrywide Bank, FSB, et al; In the Western District of Texas - San Antonio Division

**FAX #:** 

713-651-2700

**TOTAL PAGES:** 

DATE:

July 9, 2015

MESSAGE:



2200 North Loop West, Suite 108 Houston, Texas 77018 713-861-8833 (P) 713-682-8866 (F)

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Page 3 of 67 2200 North Loop West, Suite 108 Houston, Texas 77018 713-861-8833 (P) 713-682-8866 (F)

CHAD D. ELROD

Partner

chad@jacksonelrod.com

July 9, 2015

Via facsimile: 713-651-2700

Jameson Joseph Watts Winston & Strawn, LLP 1111 Louisiana St., 25<sup>th</sup> Floor Houston, Texas 77002

Re: Written Discovery to Mortgage Electronic Registration Systems, Inc. ("MERS") in 5:15-cv-00332-OLG Kreway v. Countrywide Bank, FSB, et al; In the Western District of Texas – San Antonio Division

Dear Mr. Watts,

Please find enclosed:

- 1. Plaintiff's First Set of Interrogatories to MERS;
- 2. Plaintiff's First Request for Production to MERS; and
- 3. Plaintiff's First Request for Admissions to MERS.

Should you have any questions or concerns, please contact me.

Regards,

**JACKSON & ELROD, LLP** 

/s/ Chad D. Elrod

Chad D. Elrod

encl

## IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

RICHARD J. KREWAY	§
Plaintiff,	§
	§
v.	§
	§ CIVIL NO. 5:15-CV-00332-OLG
COUNTRYWIDE BANK, FSB;	§
COUNTRYWIDE HOME LOANS,	§
INC.; BANK OF AMERICA, N.A.; THE	§
BANK OF NEW YORK MELLON AS	§
TRUSTEE FOR THE CHL	§
MORTGAGE PASS-THROUGH	§
TRUST SERIES 2007-21; CWMBS,	§
INC.; AND MORTGAGE	§
ELECTRONIC REGISTRATION	§
SYSTEMS, INC. AKA "MERS"	§
Defendants.	

## <u>PLAINTIFF'S INTERROGATORIES TO DEEFENDANT</u> MORTGAGE ELECTRONIC REGISTRATION SYSTMENS, INC.

To: Defendant, Mortgage Electronic Registration Systems, Inc., by and through their attorney of record, Jameson Joseph Watts, Winston & Strawn, LLP, 1111 Louisiana St., 25<sup>th</sup> Floor, Houston, Texas 77002.

Plaintiff, Richard J. Kreway, serves this Request for Interrogatories on Defendant, Mortgage Electronic Registration Systems, Inc., as allowed by Federal Rule of Civil Procedure 33. Defendant must answer each interrogatory separately, fully, in writing, and under oath, within 30 days after service, and serve the response to Plaintiff at the law offices of Jackson & Elrod, LLP 2200 North Loop West, Ste., 108 Houston, TX 77018.

The grounds for objecting to an Interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived.

## **Definitions**

The following definitions shall have the following meanings, unless the context requires otherwise:

- 1. "Plaintiff" or "defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney.
- 2. "You" or "your" means Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.
- 3. The term "document" and any similar term are used in the broadest possible sense and shall include, but not be limited to, the following: any written, printed, typed, or other graphic matter of any kind or nature; any physical object or thing, animate or inanimate; all mechanical, magnetic or electrical sound recordings, or transcripts thereof; any retrievable data, files, information or statistics contained on any memory device or other information retrieval systems (whether encoded, taped or coded, electrostatically, electromagnetically or otherwise); and also without limitation, files, books, pamphlets, periodicals, agreements, correspondence, letters, telegrams, reports, plats, plans, drawings, maps, surveys, descriptions, charts, diagrams, graphs, blueprints, logs, take-offs, reproductions, films, photographs, motion pictures, video tapes, computer files, studies, proposals, working papers, notes, notebooks, ledgers, diaries, journals, or other books of account, photocopies, memoranda, interoffice communications, minutes, minutes of meetings, instructions, specifications, recordings, telephone call slips, transcripts of telephone conversations, financial statements, financial records, financial memoranda, purchase orders, bills of sale, invoices, bills of lading, receipts, notices, summaries, checks, compilations, work sheets, publications, and published or unpublished speeches or articles in the possession, custody, or control of Defendant wherever located. The terms "document" and "thing" or any other similar terms, shall also include any attachment thereto or enclosure therewith. The term "document" and any other similar term shall also include any and all data compilations from which information can be obtained. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification or notation, are no longer identical), then each non-identical copy is a separate "document."
- 4. With respect to any of the documents requested, should any such document be presently unavailable and/or if any such document is not presently in Defendant's possession, please identify each such document, including: (a) the type or character of the document (e.g., letter, memorandum, signed statement, notes, etc.); (b) the title, if any, of the document; (c) the name and address of the addressee of the document; (d) the names and addresses of all recipients of copies of the document; (e) all information contained in each such document; (f) the date and circumstance under which each such document ceased to be in Defendant's possession; (g) the reasons each such document was caused to, or happened to, cease to be in Defendant's

- possession; (h) the time period during which each such document was maintained; (i) the location of each such document; and (j) the person or persons from whom each such document may be obtained, and having knowledge of such document (and state the substance of such knowledge) and of the circumstances under which each such document ceased to be in Defendant's possession, including their full name, present or last known business and home addresses (including street number, apartment number, city, state, and zip code), and business and home telephone numbers.
- 5. If there is a claim of privilege with respect to any documents requested, please identify every such document in your response and include in the identification a description of the document, the date of the document, the names of the addressee and the addressor, the identity of any person to whom a copy was given or communicated, the general subject matter of the document, a statement of facts constituting the basis for any claim of privilege, and the specific basis on which privilege is claimed. If any Request is deemed to call for disclosure of privileged or proprietary documents or things, Plaintiff is prepared to negotiate with Defendant an appropriate protective order concerning the terms and conditions under which privileged or proprietary documents or things may be protected from disclosure.
- 6. The words "relating to" and all permutations, when used in conjunction with any Request for a document or category of documents, mean embodying, recording, evidencing, summarizing, digesting, referring to, commenting upon, describing, reporting, listing, analyzing, studying or otherwise discussing in any way a subject matter identified in a Request.
- 7. The words "communication" and "communications" include, without limitation, any oral communication, whether transmitted in meetings, by telephone, telegraphs, telex, telecopy, cable, tape recordings, internet or otherwise, and all written communications.
- 8. Any reference to a "person" includes a natural person, a partnership, a corporation, a limited liability company, an unincorporated association, a joint venture, a sole proprietorship or any other form of entity.
- 9. The word "or" is used in the inclusive sense; that is, the word "or" may be read as "and/or."
- 10. The words "any" and "every" are also used in the inclusive sense; that is, "any" may be read as "any and all," and "every" may be read as "every and all."
- 11. The use of the singular shall include the plural, and the use of the plural shall include the singular.
- 12. "Possession, custody, or control" of an item means that the person either has physical possession of the item or has a right to possession equal or superior to that of the person who has physical possession of the item.
- 13. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.

14. Defendant, Countrywide Bank, FSB (hereafter "Countrywide") means Countrywide and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") means MERS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Countrywide Home Loans, Inc. (hereafter "Countrywide Home Loans") means Countrywide Home Loans and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, CWMBS, Inc., (hereafter "CWMBS") means CWMBS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, The Bank of New York Mellon, (hereafter "Bank of New York") as Trustee for the CHL Mortgage Pass-through trust series 2007-21 (hereafter "Trust") means Bank of New York and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Bank of America, N.A. (hereafter "BOA") means BOA and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

## **INTERROGATORIES**

**INTERROGATORY NO. 1:** Name all member institutions of MERS for whom Stephen C. Porter had the authority to sign as an "assistant secretary" or "assistance vice president" or "vice president" for during 2009.

## **ANSWER:**

**INTERROGATORY NO. 2:** Approximately how many Conveyances, Assignments or Releases of mortgages, deeds of trust, and/or mortgage notes were executed in the name of MERS on an average day during 2009 that contained the signature of Stephen C. Porter?

## ANSWER:

**INTERROGATORY NO. 3:** What employment or agency role did Stephen C. Porter have in Mortgage Contracting Services, LLC, located at 6504 International Parkway, Plano, TX 75093, in years 2009 to 2011?

## ANSWER:

**INTERROGATORY NO. 4:** State for what years Stephen C. Porter held the title of a MERS' "Assistant Secretary," identify the MERS' corporate documents that authorized Mr. Porter to act as a MERS' "Assistant Secretary" from 2009 to present, and state the job description for an "Assistant Secretary" of MERS.

#### **ANSWER:**

**INTERROGATORY NO. 5:** Did someone other than Stephen C. Porter sign or affix Mr. Porter's signature to the November 11, 2009 Assignment? See Exhibit A, attached hereto. If yes, identify that person, their employer on November 11, 2009, and how such person had authority from Mr. Porter to sign Mr. Porter's name.

## ANSWER:

**INTERROGATORY NO. 6:** Did whoever signed or affixed the November 2009 Assignment of Deed of Trust with the signature of Stephen C. Porter do so with Stephen C. Porter's knowledge? See Exhibit A, attached hereto. If yes, explain how Mr. Porter had such knowledge.

#### ANSWER:

**INTERROGATORY NO. 7:** Please give an employment history for Mortgage Electronic Registration Systems "Assistant Secretary" Stephen C. Porter, including but not limited to his Resume and or Curriculum Vitae.

## **ANSWER:**

**INTERROGATORY NO. 8:** Please state whether or not Stephen C. Porter was attorney in fact for either the assignor or the assignee or both, and if he signed for the transaction with the authorization from either or both parties to play the role of dual agent with regard to the November 11, 2009 assignment. See Exhibit A, attached hereto.

## **ANSWER:**

**INTERROGATORY NO. 9:** Describe in detail, in your own words, all circumstances, including the room it was signed in, surrounding the execution of the November 11, 2009 assignment. See Exhibit A, attached hereto.

## **ANSWER:**

**INTERROGATORY NO. 10:** How many persons were present when the November 11, 2009 assignment was signed? See Exhibit A, attached hereto. If other persons were present, state the names and current addresses of any witnesses to the signing of this document.

## **ANSWER:**

**INTERROGATORY NO. 11:** When was the November 11, 2009 assignment prepared? Where was the subject document prepared? Was it prepared in its entirety at that time? See Exhibit A, attached hereto.

## **ANSWER:**

**INTERROGATORY NO. 12:** How many copies of the November 11, 2009 assignment were produced? See Exhibit A, attached hereto.

## **ANSWER:**

**INTERROGATORY NO. 13:** What are the names and current addresses of any witnesses to the signing of the November 11, 2009 assignment? See Exhibit A, attached hereto.

## **ANSWER:**

**INTERROGATORY NO. 14**: Name all member institutions of MERS for whom Bud Kamyabi had the authority to sign as an "assistant secretary" for during 2011.

## **ANSWER:**

**INTERROGATORY NO. 15**: Approximately how many Conveyances, Assignments or Releases of mortgages, deeds of trust, and/or mortgage notes were executed in the name of MERS on an average day during 2011 that contained the signature of Bud Kamyabi?

## **ANSWER**:

**INTERROGATORY NO. 16:** State for what years Bud Kamyabi held the title of a MERS' "Assistant Secretary," identify the MERS' corporate documents that authorized Mr. Porter to act as a MERS' "Assistant Secretary" from 2011 to present, and state the job description for an "Assistant Secretary" of MERS.

## **ANSWER:**

**INTERROGATORY NO. 17:** Did someone other than Bud Kamyabi sign or affix Mr. Kamyabi's signature to the April 27, 2011 Assignment? See Exhibit M, attached hereto. If yes, identify that person, their employer on April 27, 2011, and how such person had authority from Mr. Kamyabi to sign Mr. Kamyabi's name.

#### **ANSWER:**

**INTERROGATORY NO. 18:** Did whoever signed or affixed the April 27, 2011 Assignment of Deed of Trust with the signature of Bud Kamyabi do so with Mr. Kamyabi's knowledge? See Exhibit M, attached hereto. If yes, explain how Mr. Kamyabi had such knowledge.

## **ANSWER**:

INTERROGATORY NO. 19: Please give an employment history for Mortgage Electronic Registration Systems "Assistant Secretary" Bud Kamyabi, including but not limited to his Resume and or Curriculum Vitae.

## **ANSWER:**

**INTERROGATORY NO. 20:** Please state whether or not Bud Kamyabi was attorney in fact for either the assignor or the assignee or both, and if he signed for the transaction with the authorization from either or both parties to play the role of dual agent with regard to the April 27, 2011 assignment. See Exhibit M, attached hereto.

## **ANSWER:**

**INTERROGATORY NO. 21:** Describe in detail, in your own words, all circumstances, including the room it was signed in, surrounding the execution of the April 27, 2011 assignment. See Exhibit M, attached hereto.

#### **ANSWER:**

**INTERROGATORY NO. 22:** Where was the physical location that the April 27, 2011 assignment was signed at? See Exhibit M, attached hereto.

## **ANSWER:**

**INTERROGATORY NO. 23:** When was the April 27, 2011 assignment prepared? Where was the subject document prepared? Was it prepared in its entirety at that time? See Exhibit M, attached hereto.

## **ANSWER:**

**INTERROGATORY NO. 24:** How many persons were present when the April 27, 2011 assignment was signed? See Exhibit M, attached hereto. If other persons were present, state the names and current addresses of any witnesses to the signing of this document.

## **ANSWER:**

**INTERROGATORY NO. 25:** What are the names and current addresses of any witnesses to the signing of the April 27, 2011 assignment? See Exhibit M, attached hereto.

#### ANSWER:

Respectfully submitted,

**JACKSON & ELROD, LLP** 

/s/ Chad D. Elrod

Chad D. Elrod
Attorney in Charge
Texas State Bar No. 24063917
2200 N. Loop W., Ste. 108
Houston, TX 77018
chad@jacksonelrod.com

ATTORNEY FOR PLAINTIFF RICHARD J. KREWAY

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served as indicated on July 9, 2015 to the following via facsimile.

Jameson Watts,

Winston & Strawn, LLP 1111 Louisiana, 25<sup>th</sup> Floor Houston, Texas 77002 713-651-2600 Telephone 713-651-2700 Facsimile jwatts@winston.com Attorney for Defendants

> /s/ Chad D. Elrod CHAD D. ELROD

## IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

RICHARD J. KREWAY *ଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊଊ* Plaintiff, v. CIVIL NO. 5:15-CV-00332-OLG **COUNTRYWIDE BANK, FSB; COUNTRYWIDE HOME LOANS, INC.;** BANK OF AMERICA, N.A.; THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CHL MORTGAGE PASS-**THROUGH TRUST SERIES 2007-21; CWMBS, INC.; AND MORTGAGE ELECTRONIC REGISTRATION** 

SYSTEMS, INC. AKA "MERS"

Defendants.

## PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO DEEFENDANT MORTGAGE ELECTRONIC REGISTRATION SYSTMENS, INC.

To: Defendant, Mortgage Electronic Registration Systems, Inc., by and through their attorney of record, Jameson Joseph Watts, Winston & Strawn, LLP, 1111 Louisiana St., 25th Floor, Houston, Texas 77002.

Plaintiff, Richard J. Kreway, serves this request for production on Defendant, Mortgage Electronic Registration Systems, Inc., as allowed by Federal Rule of Civil Procedure 34. Defendant must produce all requested documents (as they are kept in the ordinary course of business or organized and labeled to correspond with categories in each request) for inspection and copying, not more than 30 days after service, at the law offices of Jackson & Elrod, LLP 2200 North Loop West, Ste., 108 Houston, TX 77018.

These Requests shall be deemed to be continuing, to the full extent required and permitted under the Federal Rules of Civil Procedure, so as to require supplementary production when Plaintiff obtains access, custody, possession, or control of any documents not previously produced which are responsive to one or more of these Requests.

#### A. Instructions

- 1. Answer each request for documents separately by listing the documents and by describing them as defined below. If documents produced in response to this request are numbered for production, in each response provide both the information that identifies the document and the document's number.
- 2. For a document that no longer exists or that cannot be located, identify the document, state how and when it passed out of existence or could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss of the document, and identify any other document evidencing the lost document's existence or any facts about the lost document.
- a. When identifying the document, you must state the following:
- (1) The nature of the document (e.g., letter, handwritten note).
- (2) The title or heading that appears on the document.
- (3) The date of the document and the date of each addendum, supplement, or other addition or change.
- (4) The identity of the author and of the signer of the document, and of the person on whose behalf or at whose request or direction the document was prepared or delivered.
- b. When identifying the person, you must state the following:
- (1) The full name.
- (2) The present or last known residential address and residential telephone number.
- (3) The present or last known office address and office telephone number.
- (4) The present occupation, job title, employer, and employer's address.

## **Definitions**

The following definitions shall have the following meanings, unless the context requires otherwise:

- 1. "Plaintiff" or "defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney.
- 2. "You" or "your" means Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") and its successors, predecessors, divisions, subsidiaries, present and former officers,

agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

- 3. The term "document" and any similar term are used in the broadest possible sense and shall include, but not be limited to, the following: any written, printed, typed, or other graphic matter of any kind or nature; any physical object or thing, animate or inanimate; all mechanical, magnetic or electrical sound recordings, or transcripts thereof; any retrievable data, files, information or statistics contained on any memory device or other information retrieval systems (whether encoded, taped or coded, electrostatically, electromagnetically or otherwise); and also without limitation, files, books, pamphlets, periodicals, agreements, correspondence, letters, telegrams, reports, plats, plans, drawings, maps, surveys, descriptions, charts, diagrams, graphs, blueprints, logs, take-offs, reproductions, films, photographs, motion pictures, video tapes, computer files, studies, proposals, working papers, notes, notebooks, ledgers, diaries, journals, or other books of account, photocopies, memoranda, interoffice communications, minutes, minutes of meetings, instructions, specifications, recordings, telephone call slips, transcripts of telephone conversations, financial statements, financial records, financial memoranda, purchase orders, bills of sale, invoices, bills of lading, receipts, notices, summaries, checks, compilations, work sheets, publications, and published or unpublished speeches or articles in the possession, custody, or control of Defendant wherever located. The terms "document" and "thing" or any other similar terms, shall also include any attachment thereto or enclosure therewith. The term "document" and any other similar term shall also include any and all data compilations from which information can be obtained. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification or notation, are no longer identical), then each non-identical copy is a separate "document."
- 4. With respect to any of the documents requested, should any such document be presently unavailable and/or if any such document is not presently in Defendant's possession, please identify each such document, including: (a) the type or character of the document (e.g., letter, memorandum, signed statement, notes, etc.); (b) the title, if any, of the document; (c) the name and address of the addressee of the document; (d) the names and addresses of all recipients of copies of the document; (e) all information contained in each such document; (f) the date and circumstance under which each such document ceased to be in Defendant's possession; (g) the reasons each such document was caused to, or happened to, cease to be in Defendant's possession; (h) the time period during which each such document was maintained; (i) the location of each such document; and (j) the person or persons from whom each such document may be obtained, and having knowledge of such document (and state the substance of such knowledge) and of the circumstances under which each such document ceased to be in Defendant's possession, including their full name, present or last known business and home addresses (including street number, apartment number, city, state, and zip code), and business and home telephone numbers.
- 5. If there is a claim of privilege with respect to any documents requested, please identify every such document in your response and include in the identification a description of the document, the date of the document, the names of the addressee and the addressor, the identity of any person to whom a copy was given or communicated, the general subject matter of the document, a statement of facts constituting the basis for any claim of privilege, and the specific basis on

which privilege is claimed. If any Request is deemed to call for disclosure of privileged or proprietary documents or things, Plaintiff is prepared to negotiate with Defendant an appropriate protective order concerning the terms and conditions under which privileged or proprietary documents or things may be protected from disclosure.

- 6. The words "relating to" and all permutations, when used in conjunction with any Request for a document or category of documents, mean embodying, recording, evidencing, summarizing, digesting, referring to, commenting upon, describing, reporting, listing, analyzing, studying or otherwise discussing in any way a subject matter identified in a Request.
- 7. The words "communication" and "communications" include, without limitation, any oral communication, whether transmitted in meetings, by telephone, telegraphs, telex, telecopy, cable, tape recordings, internet or otherwise, and all written communications.
- 8. Any reference to a "person" includes a natural person, a partnership, a corporation, a limited liability company, an unincorporated association, a joint venture, a sole proprietorship or any other form of entity.
- 9. The word "or" is used in the inclusive sense; that is, the word "or" may be read as "and/or."
- 10. The words "any" and "every" are also used in the inclusive sense; that is, "any" may be read as "any and all," and "every" may be read as "every and all."
- 11. The use of the singular shall include the plural, and the use of the plural shall include the singular.
- 12. "Possession, custody, or control" of an item means that the person either has physical possession of the item or has a right to possession equal or superior to that of the person who has physical possession of the item.
- 13. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.
- 14. "Subject Documents" refers to the November 11, 2009 assignment, attached hereto as "Exhibit A" and the April 27, 2011 Assignment, attached hereto as "Exhibit M".
- 15. Defendant, Countrywide Bank, FSB (hereafter "Countrywide") means Countrywide and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") means MERS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Countrywide Home Loans, Inc. (hereafter "Countrywide Home Loans") means Countrywide Home Loans and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

Defendant, CWMBS, Inc., (hereafter "CWMBS") means CWMBS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, The Bank of New York Mellon, (hereafter "Bank of New York") as Trustee for the CHL Mortgage Pass-through trust series 2007-21 (hereafter "Trust") means Bank of New York and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

## **REQUESTS FOR PRODUCTION**

- 1. All documents relating to Stephen C. Porter's authority to sign documents for any member of MERS.
- 2. All documents relating to the number of Conveyances, assignments, and releases that Stephen C. Porter signed on a daily basis during 2009.
- 3. All documents relating to any Texas Penal Code § 37.01(2) charges or civil complaints relating to Stephen C. Porter.
- 4. All documents relating to the number of Conveyances, assignments, and releases that Texas Notary Public Naomi B. Scott notarized on a daily basis during 2009.
- 5. All documents relating to Stephen C. Porter's authority to sign documents for Bank of America, N.A.
- 6. All documents relating to Bud Kamyabi's authority to sign documents for any member of MERS.
- 7. All documents relating to the number of Conveyances, assignments, and releases that Bud Kamyabi signed on a daily basis during 2011.
- 8. All documents relating to any Texas Penal Code § 37.01(2) charges or civil complaints relating to Bud Kamyabi.
- 9. All documents relating to the number of Conveyances, assignments, and releases that California Notary Public Irma Diaz notarized on a daily basis during 2011.
- 10. All documents relating to Bud Kamyabi's authority to sign documents for Bank of America, N.A.
- 11. All documents relating to MERS's policy regarding scanning or stamping signatures on Conveyances, assignments, and releases of mortgages on real property to be filed in the public record.
- 12. All documents relating to BOA's policy regarding scanning or stamping signatures on Conveyances, assignments, and releases of real property to be filed in the public record.
- 13. All documents relating to policies and practices are in place to protect the original obligor of the Promissory Note and Deed of Trust from the possibility of multiple recoveries, insofar as the Promissory Note and Deed of Trust were assigned multiple times to multiple parties.
- 14. All documents relating to the Job description of an "Assistant Secretary" of MERS.

- 15. All documents and organization charts relating to who has authority to direct the activities of Stephen C. Porter, and who Stephen C. Porter has authority over, with regard to the execution or mortgage related documents to be filed in public records.
- 16. All documents and organization charts relating to who has authority to direct the activities of Bud Kamyabi, and who Bud Kamyabi has authority over, with regard to the execution or mortgage related documents to be filed in public records.
- 17. All documents relating to MERS's policies on acknowledging signatures on Conveyances, assignments, and releases of mortgages of real property to be filed in the public record.
- 18. Any and all copies of that instrument which might have been executed as originals.
- 19. Any carbon copies of the original subject document.
- 20. Any computer disks or tapes on which the drafts of the subject document are stored.
- 21. Any meeting notes which would support the purported history of the subject document.
- 22. Any accounting papers or receipts which would support the purported facts or history of the subject document.
- 23. Blank examples of the standard forms on which the subject document was prepared.
- 24. These blank forms are to be examples from approximately the same time period as the subject document.
- 25. An example of any other document dated at approximately the same time as the subject document, and prepared on like paper stock.
- 26. An example of any other document dated at approximately the same time as the subject document, and prepared on the same computer printer.
- 27. An example of any other document dated at approximately the same time as the subject document, and prepared by the same typist.
- 28. An example of any other document copied on the same copy machine in use at the time that copies were made of the subject document.

- 29. Ten examples of the cursive handwriting of each person who wrote on the subject document. At least one of these examples is to be from normal-course-of-business writings, done at approximately the same time as the subject document.
- 30. Ten examples of the hand-printing of each person who wrote on the subject document. At least one of these examples is to be from normal course of business printing, done at approximately the same time period as the subject document.
- 31. Ten examples of the signature for each of the persons who signed on the subject document. At least one of these examples is to be a normal-course-of-business signature, done at approximately the same time period as the subject document.
- 32. An example of records similar to the subject records, kept by the same persons who prepared the subject records. (For example, in a medical records case, another chart kept by the same nurses and doctors at approximately the same time.)
- 33. All documents relating to the identity of the custodian of the records, including name, address and phone number that would show all entries regarding the flow of funds regarding the subject loan transaction prior to or after closing of the subject loan transaction. If this person does not have personal knowledge of the transaction, then please identify in like fashion the person who worked for your company and had custody of the accounting or bookkeeping registers or records identifying said flow of funds after or before the closing of the subject loan transaction. Flow of funds, means (a) any record of money received, (b) any record of money paid out and (c) any bookkeeping or accounting entry, general ledger and accounting treatment of the subject loan transaction at your company including but not limited to whether the subject loan transaction was ever entered into any category on the balance sheet at any time or times, whether any reserve for default was ever entered on the balance sheet, and whether any entry, report or calculation was made regarding the effect of this loan transaction on the capital reserve requirements of your company.
- 34. All documents relating to the name, business and residence address, business and residence telephone number, employer, title and job description for all persons who are believed or known by Defendant to have knowledge of any facts that establish that Defendant is the owner of the promissory note that is the subject of this foreclosure and specify the facts about which each person has knowledge.
- 35. All documents for the history of the mortgage loan, describing on whose behalf mortgage payments were collected and a full description of the disposition of collected mortgage payments specifying the applicable dates collection was made for each such person or entity and specifying the full legal name, address, and phone number of each such party and the applicable dates each such person or entity received the payments and further specify the full legal name, address, and phone number of each such party.

- 36. Produce all documents related to the job description and employment history for Mortgage Electronic Registration Systems Assistant Secretary Stephen C. Porter, including but not limited to his Resume and or Curriculum Vitae.
- 37. Produce all documents related to the job description and employment history for Mortgage Electronic Registration Systems Assistant Secretary Bud Kamyabi, including but not limited to his Resume and or Curriculum Vitae.
- 38. All Powers of Attorney for any person signing any of the documents requested herein; if such person signed as power-of-attorney holder.
- 39. Produce a copy of the notary registration book for any public notary who certified the signature of any person on any document produced in response to these requests.
- 40. Produce copies of front/back of all assignments, transfers, allonges, or other documents evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by Plaintiff to this obligation in this account from the inception of this account to the present date including any such assignment on the Mortgage Electronic Registration System (MERS).
- 41. Please identify each and every document you obtained or reviewed in connection with your taking assignment of the mortgage and specify for each such document whether you maintain the original or a copy thereof.
- 42. Produce copies of front/back of all assignments, transfers, allonges, or other documents evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by Plaintiff to this obligation in this account from the inception of this account to the present date including any such assignment on the Mortgage Electronic Registration System (MERS).
- 43. Please identify each and every document you obtained or reviewed in connection with your taking assignment of the mortgage and specify for each such document whether you maintain the original or a copy thereof.
- 44. All correspondence by and between any Defendants and any person or entity with regard to the subject mortgage loan.
- 45. All documents in your possession or available to you that establish that Stephen C. Porter, was attorney in fact for either the assignor or the assignee or both, and that he signed for the transaction with the authorization from either party or both parties to play the role of dual agent in the transaction.
- 46. All documents in your possession or available to you that establish that Bud Kamyabi, was attorney in fact for either the assignor or the assignee or both, and that he signed for the transaction with the authorization from either party or both parties to play the role of dual agent in the transaction.

- 47. All documents in your possession or available to you that establish that MERS can show proper receipt, possession, transfer, negotiation, assignment and ownership of the borrower's original promissory note along the chain of securitization, resulting in perfection of their security interests and claims.
- 48. All Powers of Attorney or corporate resolution related to the authority of any person signing any of the documents requested herein.
- 49. The notary registration book for any public notary who certified the signature of any person on any document referred to herein.
- 50. Produce all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.
- 51. All written acknowledgments for the receipt of all documents executed by the Assignors and Assignees of the mortgage/Deed of Trust.

Respectfully submitted,

**JACKSON & ELROD, LLP** 

/s/ Chad D. Elrod

Chad D. Elrod
Attorney in Charge
Texas State Bar No. 24063917
2200 N. Loop W., Ste. 108
Houston, TX 77018
chad@jacksonelrod.com

ATTORNEY FOR PLAINTIFF RICHARD J. KREWAY

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served as indicated on July 9, 2015 to the following via facsimile.

Jameson Watts,

Winston & Strawn, LLP 1111 Louisiana, 25<sup>th</sup> Floor Houston, Texas 77002 713-651-2600 Telephone 713-651-2700 Facsimile jwatts@winston.com Attorney for Defendants

/s/ Chad D. Elrod CHAD D. ELROD

## IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

RICHARD J. KREWAY
Plaintiff,

V.

S

CIVIL NO. 5:15-CV-00332-OLG

COUNTRYWIDE BANK, FSB;
COUNTRYWIDE HOME LOANS, INC.;
BANK OF AMERICA, N.A.; THE BANK
OF NEW YORK MELLON AS TRUSTEE
FOR THE CHL MORTGAGE PASSTHROUGH TRUST SERIES 2007-21;
CWMBS, INC.; AND MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC. AKA "MERS"
Defendants.

# <u>PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS</u> TO DEFENDANT MORTGAGE ELECTRONIC REGISTRATION SYSTMENS, INC.

To: Defendant, Mortgage Electronic Registration Systems, Inc., by and through their attorney of record, Jameson Joseph Watts, Winston & Strawn, LLP, 1111 Louisiana St., 25<sup>th</sup> Floor, Houston, Texas 77002.

Plaintiff, Richard J. Kreway, serves this Request for Admissions on Mortgage Electronic Registration Systems, Inc., as allowed by Federal Rule of Civil Procedure 36. Defendant must produce responses to all proffered admissions requests not more than 30 days after service, at the law offices of Jackson & Elrod, LLP 2200 North Loop West, Ste., 108 Houston, TX 77018.

Answer each request or specifically deny it or state in detail why the answering party cannot truthfully admit or deny it. Denials must fairly respond to the substance of the matter, and when good faith requires that a party qualify an answer or deny only a part of a matter, the answer must specify the part admitted and qualify or deny the rest.

If you fail to respond to these Requests for Admissions within the time allowed, every matter set forth in these Requests may be deemed admitted and conclusively established against you for purposes of this action.

## **Definitions**

The following definitions shall have the following meanings, unless the context requires otherwise:

- 1. "Plaintiff" or "defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney.
- 2. "You" or "your" means Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.
- 3. The term "document" and any similar term are used in the broadest possible sense and shall include, but not be limited to, the following: any written, printed, typed, or other graphic matter of any kind or nature; any physical object or thing, animate or inanimate; all mechanical, magnetic or electrical sound recordings, or transcripts thereof; any retrievable data, files, information or statistics contained on any memory device or other information retrieval systems (whether encoded, taped or coded, electrostatically, electromagnetically or otherwise); and also without limitation, files, books, pamphlets, periodicals, agreements, correspondence, letters, telegrams, reports, plats, plans, drawings, maps, surveys, descriptions, charts, diagrams, graphs, blueprints, logs, take-offs, reproductions, films, photographs, motion pictures, video tapes, computer files, studies, proposals, working papers, notes, notebooks, ledgers, diaries, journals, or other books of account, photocopies, memoranda, interoffice communications, minutes, minutes of meetings, instructions, specifications, recordings, telephone call slips, transcripts of telephone conversations, financial statements, financial records, financial memoranda, purchase orders, bills of sale, invoices, bills of lading, receipts, notices, summaries, checks, compilations, work sheets, publications, and published or unpublished speeches or articles in the possession, custody, or control of Defendant wherever located. The terms "document" and "thing" or any other similar terms, shall also include any attachment thereto or enclosure therewith. The term "document" and any other similar term shall also include any and all data compilations from which information can be obtained. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification or notation, are no longer identical), then each non-identical copy is a separate "document."
- 4. With respect to any of the documents requested, should any such document be presently unavailable and/or if any such document is not presently in Defendant's possession, please identify each such document, including: (a) the type or character of the document (e.g., letter, memorandum, signed statement, notes, etc.); (b) the title, if any, of the document; (c) the name and address of the addressee of the document; (d) the names and addresses of all recipients of copies of the document; (e) all information contained in each such document; (f) the date and circumstance under which each such document ceased to be in Defendant's possession; (g) the reasons each such document was caused to, or happened to, cease to be in Defendant's

- possession; (h) the time period during which each such document was maintained; (i) the location of each such document; and (j) the person or persons from whom each such document may be obtained, and having knowledge of such document (and state the substance of such knowledge) and of the circumstances under which each such document ceased to be in Defendant's possession, including their full name, present or last known business and home addresses (including street number, apartment number, city, state, and zip code), and business and home telephone numbers.
- 5. If there is a claim of privilege with respect to any documents requested, please identify every such document in your response and include in the identification a description of the document, the date of the document, the names of the addressee and the addressor, the identity of any person to whom a copy was given or communicated, the general subject matter of the document, a statement of facts constituting the basis for any claim of privilege, and the specific basis on which privilege is claimed. If any Request is deemed to call for disclosure of privileged or proprietary documents or things, Plaintiff is prepared to negotiate with Defendant an appropriate protective order concerning the terms and conditions under which privileged or proprietary documents or things may be protected from disclosure.
- 6. The words "relating to" and all permutations, when used in conjunction with any Request for a document or category of documents, mean embodying, recording, evidencing, summarizing, digesting, referring to, commenting upon, describing, reporting, listing, analyzing, studying or otherwise discussing in any way a subject matter identified in a Request.
- 7. The words "communication" and "communications" include, without limitation, any oral communication, whether transmitted in meetings, by telephone, telegraphs, telex, telecopy, cable, tape recordings, internet or otherwise, and all written communications.
- 8. Any reference to a "person" includes a natural person, a partnership, a corporation, a limited liability company, an unincorporated association, a joint venture, a sole proprietorship or any other form of entity.
- 9. The word "or" is used in the inclusive sense; that is, the word "or" may be read as "and/or."
- 10. The words "any" and "every" are also used in the inclusive sense; that is, "any" may be read as "any and all," and "every" may be read as "every and all."
- 11. The use of the singular shall include the plural, and the use of the plural shall include the singular.
- 12. "Possession, custody, or control" of an item means that the person either has physical possession of the item or has a right to possession equal or superior to that of the person who has physical possession of the item.
- 13. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.

14. Defendant, Countrywide Bank, FSB (hereafter "Countrywide") means Countrywide and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") means MERS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Countrywide Home Loans, Inc. (hereafter "Countrywide Home Loans") means Countrywide Home Loans and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, CWMBS, Inc., (hereafter "CWMBS") means CWMBS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, The Bank of New York Mellon, (hereafter "Bank of New York") as Trustee for the CHL Mortgage Pass-through trust series 2007-21 (hereafter "Trust") means Bank of New York and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Bank of America, N.A. (hereafter "BOA") means BOA and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

## ADMISSION REQUESTS

- 1) Admit that MERS is not a "Servicer" under Texas Law and the Deed of Trust.
- 2) Admit that MERS is not a "Lender" as defined Deed of Trust in this case.
- 3) Admit that Stephen C. Porter was attorney in fact for both the assignor and the assignee as identified in "Exhibit A" attached to these requests.
- 4) Admit that Stephen C. Porter signed "Exhibit A" attached to these requests without any form of authorization from both the assignor and the assignee identified in "Exhibit A" attached to these requests.
- 5) Admit that the note and deed of trust the subject of this case were assigned multiple times to multiple parties since the origination of the loan.
- 6) Admit that no valid Power of Attorney document existed granting Stephen C. Porter authority to act for MERS at the time "Exhibit A" attached to these requests was signed.
- 7) Admit that no valid MERS' Corporate Resolution existed granting Stephen C. Porter authority to act for MERS at the time "Exhibit A" attached to these requests was signed.
- 8) Admit that no notary registration book for the public notary who notarized the signature of Stephen C. Porter "Exhibit A" attached to these requests exists in the present day.
- 9) Admit that Naomi B. Scott signed as a notary over five hundred (500) documents relating to conveyances, assignments, and releases of mortgages on a daily basis in the year 2009.
- 10) Admit that Stephen C. Porter's name was being signed over five hundred (500) times a day in the year 2009 on documents relating to conveyances, assignments, and releases of mortgages.
- 11) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment (Exhibit A attached hereto) was stamped.
- 12) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment (Exhibit A attached hereto) was scanned.
- 13) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the November 11, 2009 Assignment (Exhibit A attached hereto).
- 14) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit B" to these requests.
- 15) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit C" to these requests.

- 16) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit D" to these requests.
- 17) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit E" to these requests.
- 18) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit F" to these requests.
- 19) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit G" to these requests.
- 20) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit H" to these requests.
- 21) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit I" to these requests.
- 22) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit J" to these requests.
- 23) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit K" to these requests.
- 24) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit L" to these requests.
- 25) Admit that Texas Notary Public, Naomi B. Scott, was not in the same room at the same time as Stephen C. Porter when Mr. Porter's signature was signed or affixed to the November 11, 2009 Assignment of Deed of Trust. See Exhibit A, attached hereto.
- 26) Admit that Stephen C. Porter is now an employee of Bank of America, N.A.
- 27) Admit that Stephen C. Porter is now legal counsel for Bank of America, N.A.
- 28) Admit that Stephen C. Porter was an employee of Bank of America, N.A. on November 11, 2009.
- 29) Admit that Stephen C. Porter was legal counsel for Bank of America, N.A. on November 11, 2009.
- 30) Admit that Stephen C. Porter is now an employee or agent of Mortgage Electronic Registration Systems, Inc.
- 31) Admit that Stephen C. Porter was an employee or agent of Mortgage Electronic Registration Systems, Inc. on November 11, 2009.

- 32) Admit that Stephen C. Porter's signature that appears on the November 11, 2009 Assignment of Mortgage as an "Assistant Secretary" was affixed by a person not Stephen C. Porter.
- 33) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the June 6, 2011, Assignment of Deed of Trust. See Exhibits A & C, attached hereto.
- 34) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the March 19, 2009 Assignment of Deed of Trust. See Exhibits A & D, attached hereto.
- 35) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the April 23, 2008 Assignment of Deed of Trust. See Exhibits A & E, attached hereto.
- 36) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the April 1, 2008 Assignment of Deed of Trust. See Exhibits A & F, attached hereto.
- 37) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the November 11, 2009 Assignment of Deed of Trust. See Exhibits A & G, attached hereto.
- 38) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the February 22, 2010 Assignment of Deed of Trust. See Exhibits A & H, attached hereto.
- 39) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the February 5, 2010 Assignment of Deed of Trust. See Exhibits A & I, attached hereto.
- 40) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the June 23, 2009 Assignment of Deed of Trust. See Exhibits A & J, attached hereto.

- 41) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the October 5, 2009 Assignment of Deed of Trust. See Exhibits A & K, attached hereto.
- 42) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the March 24, 2010 Assignment of Deed of Trust. See Exhibits A & L, attached hereto.
- 43) Admit that the person who signed the November 11, 2009 Assignment did not have authority from Stephen C. Porter to sign it. See Exhibit A, attached hereto.
- 44) Admit that the party who signed January 12, 2011 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit B, attached hereto.
- 45) Admit that the party who signed June 6, 2011 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit C, attached hereto.
- 46) Admit that the party who signed March 19, 2009 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit D, attached hereto.
- 47) Admit that the party who signed the April 23, 2008 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit E, attached hereto.
- 48) Admit that the party who signed the April 1, 2008 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit F, attached hereto.
- 49) Admit that the party who signed the November 11, 2009 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit G, attached hereto.
- 50) Admit that the party who signed the February 22, 2010 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit H, attached hereto.
- 51) Admit that the party who signed the February 5, 2010 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit I, attached hereto.
- 52) Admit that the party who signed June 23, 2009 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit J, attached hereto.
- 53) Admit that the party who signed October 5, 2009 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit K, attached hereto.
- 54) Admit that the party who signed March 24, 2010 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit L, attached hereto.

- 55) Admit that Stephen C. Porter did not have the final authority to decide which conveyances, assignments, and releases he signed on MERS' behalf in year 2009.
- 56) Admit that Bud Kamyabi was attorney in fact for both the assignor and the assignee as identified in "Exhibit M" attached to these requests.
- 57) Admit that Bud Kamyabi signed "Exhibit M" attached to these requests without any form of authorization from both the assignor and the assignee identified in "Exhibit M" attached to these requests.
- 58) Admit that no valid Power of Attorney document existed granting Bud Kamyabi authority to act for MERS at the time "Exhibit M" attached to these requests was signed.
- 59) Admit that no valid MERS' Corporate Resolution existed granting Bud Kamyabi authority to act for MERS at the time "Exhibit M" attached to these requests was signed.
- 60) Admit that no notary registration book for the public notary who notarized the signature of Bud Kamyabi "Exhibit M" attached to these requests exists in the present day.
- 61) Admit that Irma Diaz signed as a notary over five hundred (500) documents relating to conveyances, assignments, and releases of mortgages on a daily basis in the year 2011.
- 62) Admit that Bud Kamyabi's name was being signed over five hundred (500) times a day in the year 2011 on documents relating to conveyances, assignments, and releases of mortgages.
- 63) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment (Exhibit M attached hereto) was stamped.
- 64) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment (Exhibit M attached hereto) was scanned.
- 65) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the April 27, 2011 Assignment (Exhibit M attached hereto).
- 66) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit N" to these requests.
- 67) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit O" to these requests.
- 68) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit P" to these requests.
- 69) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit Q" to these requests.
- 70) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit R" to these requests.

- 71) Admit that California Notary Public, Irma Diaz, was not in the same room at the same time as Bud Kamyabi when Bub Kamyabi's signature was signed or affixed to the April 27, 2011 Assignment of Deed of Trust. See Exhibit M, attached hereto.
- 72) Admit that Bud Kamyabi is now an employee of Bank of America, N.A.
- 73) Admit that Bud Kamyabi was an employee of Bank of America, N.A. on April 27, 2011.
- 74) Admit that Bud Kamyabi is now an employee or agent of Mortgage Electronic Registration Systems, Inc.
- 75) Admit that Bud Kamyabi was an employee or agent of Mortgage Electronic Registration Systems, Inc. on April 27, 2011.
- 76) Admit that Bud Kamyabi's signature that appears on the April 27, 2011Assignment of Mortgage as an "Assistant Secretary" was affixed by a person not Bud Kamyabi.
- 77) Admit that the signature of Bud Kamyabi on the April 27, 2011Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the March 12, 2012 Assignment of Deed of Trust. See Exhibits M & N, attached hereto.
- 78) Admit that the signature of Bud Kamyabi on the April 27, 2011Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the April 2011 Assignment of Deed of Trust. See Exhibits M & O, attached hereto.
- 79) Admit that the signature of Bud Kamyabi on the April 27, 2011Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the April 27, 2011 Assignment of Deed of Trust. See Exhibits M & P, attached hereto.
- 80) Admit that the signature of Bud Kamyabi on the April 27, 2011Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the April 27, 2011 Assignment of Deed of Trust. See Exhibits M & Q, attached hereto.
- 81) Admit that the signature of Bud Kamyabi on the April 27, 2011Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the April 27, 2011 Assignment of Deed of Trust. See Exhibits M & R, attached hereto.
- 82) Admit that the person who signed the April 27, 2011 Assignment did not have authority from Bud Kamyabi to sign it. See Exhibit M, attached hereto.

- 83) Admit that the party who signed the March 12, 2012 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit N, attached hereto.
- 84) Admit that the party who signed the April 2011 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit O, attached hereto.
- 85) Admit that the party who signed the April 27, 2011 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit P, attached hereto.
- 86) Admit that the party who signed the April 27, 2011 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit Q, attached hereto.
- 87) Admit that the party who signed the April 27, 2011 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit R, attached hereto.
- 88) Admit that MERS was never the transferee of the promissory note or deed of trust the subject of this litigation for actual valuable consideration.
- 89) Admit that MERS in this case is not a "mortgagee" under Texas Law.
- 90) Admit that Bank of America, N.A. does not have authority to act as agent for MERS.
- 91) Admit that MERS does not have authority to act as agent for Bank of America, N.A.
- 92) Admit that Bud Kamyabi did not have the final authority to decide which conveyances, assignments, and releases he signed on MERS's behalf in year 2011.

Respectfully submitted,

**JACKSON & ELROD, LLP** 

/s/ Chad D. Elrod

Chad D. Elrod

Attorney in Charge Texas State Bar No. 24063917 2200 N. Loop W., Ste. 108 Houston, TX 77018 chad@jacksonelrod.com

ATTORNEY FOR PLAINTIFF RICHARD J. KREWAY

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served as indicated on July 9, 2015 to the following via facsimile.

Jameson Watts,

Winston & Strawn, LLP 1111 Louisiana, 25<sup>th</sup> Floor Houston, Texas 77002 713-651-2600 Telephone 713-651-2700 Facsimile jwatts@winston.com

Attorney for Defendants

/s/ Chad D. Elrod CHAD D. ELROD



ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20090031412411 Investor/Loan Type: Conventional

Date of Assignment:

Effective September 22, 2009

Assignor:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR

LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Assignoe:

BAC HOME LOANS SERVICING, I.P FORMERLY KNOWN AS COUNTRYWIDE

HOME LOANS SERVICING LP

Assignee's Mailing Address:

7105 CORPORATE DRIVE

(including county)

PTX-B-35

PLANO, TX 75024

NOTE and DEED OF TRUST-

Maker/Grantor:

RICHARD JOHN KREWAY

Date:

November 09, 2007

Original Amount: Payee: \$ 1,275,000.00
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR

LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Trustee:

G. TOMMY BASTIAN

Recording Information: (Including county)

VOI.UME 13215, PAGE 1900

(BEXAR)

Property (including any improvements) Subject to Deed of Trust:

LOT 92, BLUCK 2, SUMMERGLEN UNIT 1A (PLANNED UNIT DEVELOPMENT), BEXAR COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 9550, PACIE 191, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

After Recording Return To Barrett Oaffin Frappler Turner & Engel, LLP 15000 Surveyor Bird., Suite 100 Addison, TX 75001 Attn: NDeX Title Services, LLC

ASGNDOT mt - (04/24/08) / Ver-05

ASSG20090031412411

Page I of 2



ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20090031412411 Investor/Loan Type: Conventional

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignce desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS



CORPORATE ACKNOWLEDGMENT

State of	Texas_	5
County of	Dallas	6

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed

PREPARED BY AND AFTER RECORDING RETURN TO BOFFE, L.L.P. 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75(0)

ASGNDOT rp1 - (04/24/08) / Ver-05

NADMI B. SCOTT Notary Public State of Taxas My Cumm Exp 03-13-2010 Page 2 of 2

DOCH ZWEYYZZABAW Fess: \$24.00 11/18/2009 11:20AN # Pages 3 Filed & Recorded in the Official Public Records of BEXAR COUNTY GERARD RICKHOFF COUNTY CLERK

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NOV 19 2009

COUNTY CLERK SEXAR COUNTY, TEXAS

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Prepared by, and upon recording please return to: Barrett, Daffin, Frappier, Turney and Engel, LLP 15000 Surveyor Boulevard, Suite 500 Addison, Texas 75001

BDFTE No.: 20110031400032 Loan Type: EQUITY

## ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, receipt of which is acknowledged, Mortgage Electronic Registration Systems, Inc., as nominee for the lender, its successor and assigns, PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, and existing under the law of Delaware, mortgagee of record of that one certain loan agreement evidenced by a promissory note and security instrument or deed of trust dated 09/03/2008 (the "Loan Agreement"), in the amount of \$172,000.00, made or granted by J. SAM LAKEY AND LEESA S. LAKEY (Borrower) and recorded as CLERK'S FILE NO. 20080518859, in the official real property records of HARRIS County, Texas, GRANTS, ASSIGNS, AND TRANSFERS all rights accrued and to accrue under said Loan Agreement to BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP, 7105 CORPORATE DRIVE, PTX-B-35 PLANO, TX 75024.

201

Describing land therein: BEING LOT 6, BLOCK 31 OF SAND CREEK VILLAGE, SECTION ONE (I), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 295, PAGE 13, MAP RECORDS, HARRIS COUNTY, TEXAS.

16

Executed on JAN 1 2 2011 to be effective on: December 24, 2010

By: \_\_\_\_\_\_\_Stephen C. Porter, Assistant Secretary

SUCCESSORS AND ASSIGNS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINBE FOR LENDER AND LENDERS

CORPORATE ACKNOWLEDGEMENT

State of Texas)
County of Dallas)

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, Assistant Secretary, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and on behalf of said corporation acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_

My Commission Expires: 1/48/13

JAN 1 2 201

Notary Public Signature

Georgia Ann Bradley

Printed Name of Notary Public

GEORGIA ANN BRADLEY Notary Putilio Blade of Texas My Comm. Exp. 08-20-2013

MOLD FOR BOF

EXHIBIT B

ANY PROVISION HEREN WHICH RESTRICTS THE SALE REVIOLE, OR USE OF THE DESCRIED REAL PROPERTY RECALLS OF COLLEGIOR PACE IS INVALIDATED UNESFORCEME, LINCER RECEIVAL LANG. THE STATE OF TEXAS COUNTY OF HARRIS

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JAN 18 2011



COUNTY CLERK HARRIS COUNY, TEXAS

20110237997 06/10/2011 RF1 \$16.00

Prepared by, and upon recording please return to:

Barrett, Daffin, Emppier, Turner and Engel, LLP 15000 Surveyor Boulevard, Suite 500

Addison, Texas 75001

BDFTE No.: 20110031404338

Loan Type: Conventional

#### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, receipt of which is acknowledged, BANK OF AMERICA, N.A. the mortgagee of record of that one certain loan agreement evidenced by a promissory note and security instrument or deed of trust dated 09/26/2007 (the "Loan Agreement"), in the amount of \$384,820.00, made or granted by JOHN ADENIRAN (Borrower) and recorded as CLERK'S FILE NO. 20070614716, in the official real property records of HARRIS County, Texas, GRANTS, ASSIGNS, AND TRANSFERS all rights accrued and to accrue under said Loan Agreement to BAC HOME LOANS SERVICING, LP, 7105 CORPORATE DRIVE, PTX-B-35 PLANO, TX 75024.

Describing land therein: LOT 33 BLOCK 2 OF FALL CREEK, SECTION TEN (10), A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 541135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

HANK OF AMERICA

Executed on JUN 0 6 2011 to be effective on: May 16, 2011

Stephen C. Porter, Attorney-in-Fact

CORPORATE ACKNOWLEDGEMENT

State of

Texas §

County of

Dallas §

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, Attorney-in-Fact of BANK OF AMERICA, N.A., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and on behalf of said corporation acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_ JUN 0 6 2011

My Commission Expires:

Georgia Ann Bradley

Printed Name of Notary Public

ASONDOT RPT.rpt - Vers 21 - 01/27/2011

HOLD FOR BDF ✓✓





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MY PROVISION MEREN WHICH RESTRICTS THE SALE PICKUL, OR USE OF THE DESCRIBED PEAL PROPERTY MECHANIC OF COORDINATE SHALL INVOLVEN PROCESSES WHICH PROPERTY MECHANICAL SHALL INVOLVEN PROCESSES WHICH PROPERTY WAS A COUNTY OF HARRISS I handly only that this handward was FLED in File Marchy Sequence on the data and at the first shanged handly and and day PECOPERD, in the Olicid Rubic Paccada of Real Property of Hands Standard handly and and day PECOPERD. In the Olicid Rubic Paccada of Real Property of Hands County, Name

JUN 102011

Sta Standt COUNTY CLERK HARRIS COUNTY, TEXAS

HARRIS COUNTY, TEXAS,

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Station Id :OMH1

Recording requested by: SERVICELINK, A DIVISION OF CHICAGO TITLE INSUITANCE COMPANY

When Recorded Mail To: NDEs West, L.L.C. 15000 Surveyor Boulevard, Suite 600 Addison, Texas 75001-9013



INYO, County Recorder
MARY R. ROPER Co Recorder Office
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Trustee Rale No.: 20090134001964 Tille Order No.: 1000094

## ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTLE I'OR HISI ASSET SECURITIZATION CORPORATION TRUST 2007-HE2 off beneficial interest under that certain Deed of Trust dated 1072672006, executed by an abstraction of CHICAGO TITLE INSUKANCE COMPANY, Trustee, and Recorded on 11/20/2006 as Instrument No. 2006-0004026 of Official Records in the County Reconiter's office of INYO County, Colifornia, Describing land therein: AS DESCRIBED IN DEED OF TRUST MENTIONED ABOYE.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights account or to occurs under said Deed of Trust.

Deted

MAR 19 2009

MORTGAGE ELECTRONIC
HEGISTICATION SYSTEMS, INC. AS
NOMINEE FOR DECISION ONE
MORTGAGE COMPANY, LLC

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Siele of County of Tesas) Dallasi

Before me C. St. Jean JEONON the undersigned Notary Public, on this day personally appeared Biephen C. Forter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, LLC, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and asknowledged to me that he/she executed the same for the purpose; and consideration therein expressed.

Oliven under my hand and sent of office this \_\_\_\_\_ day of

MAR 1 9 2009 --

My Commission Expires:

Notary Public Sign

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Printed Name of Notary Public

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Recording requested by:
NORTH AMERICAN TITLE COMPANY California

When Recorded Misil To: NDEx West, L.L.C. 16000 Surveyor Doutevard, Suite 500 Addison, Texas 75001-9013





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Trustee Note: 20080161902832 Title Order Not: 1188602 ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to U.S. BANK NATIONAL ASSECTIATION, AS TRUSTED FOR MASTR ASSET BACKED SECURITIES THEST LIBS 2006-WMC1 - II beneficial interest under that certain Deed of Trust dated 04/77/2006, executed

Trustor to WESTWOOD ASSOCIATES, Trustee, and Recorded on 05/04/2006 as Instrument No. 06 0979081 of Official Records in the County Recorder's office of LOS ANGELES County, Collifornia. Describing land therein: AS DESCRIBED IN DEED OF TRUST MENTIONED ADOVE.

Tingettier with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accorded or to accord under said Deed of Trust.

Dated	A170 e e e000		MOREGAGE ELECTRONIC	
	ARR 2.8 2008		AND LENDERS SUCCESSO	
Siate of County of	Texas    Dollas		Suphen O Jones, Assistants	Missu)
REGISTRATI ASSIGNS wh to the within capacity(ies), the person(s) e	ION SYSTEMS, INC. o proved to me on the hallowent and acknowled that by his/her/their seted, executed the initial	. AS NOMINEE FOR I such of satisfactory evidence, sledged to one that he/she signature(s) on the instrum sment.	Islant Secretary of MORTON LENDER AND LENDERS S to be the person(s) whose nor filter executed the same in his tent the person(s), or the entity	UCCESSORS AND le(s) le/nic subscribed sales/likely authorized
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i certify under and correct,	PENALTY OF PERJU	RY under the laws of the Si	ate of California that the learn	SHAHON L VAUDHAN
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Signature	IN)	(Krol)		14v Comp. E1p 04:33:3010
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LOS ANGELES,CA Document: AS 2008,768150 Page 2 of 2

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LARRY WALKER
Auditor/Controller - Recorder

880 United Title Co. TSQ

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Recording requested by: LandAmerica United Title Company- CA

When Recorded Mail To:
NDE's West, L.L.C.
15000 Surveyor Boulevard, Suite 500
Addison, Teams 75001-9013

Dos#: 2008-0165131

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Pager: 1 11,00 6,00

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Trustee Bale No.: 20080134002905 Title Order No.: 20881762

### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECLIVED, the undersigned hereby grouts, assigns and transfers to LASALLE BANN NATIONAL ASSOCIATION, AS TRUBTED UNDER THE TRUST AGREEMENT FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST CORRESPONDED TO A STRUCTURED ASSET INVESTMENT LOAN TRUST CORRESPONDED TO A STRUCTURED ASSET INVESTMENT LOAN TRUST CORRESPONDED TO A STRUCTURED AS TRUST CORRESPONDED A STRUCTURED TO A STRU

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Dred of Tron

Dated

\*\*DOCTORAGE LELECTRONIC REGISTRATION SY

APR 0 1 2008

PROGRAM LLECTRONC REGISTRATION SYSTEMS,

State of Texas)
County of Dallas)

APR 0 1 2008

On Defore me, Defore me, Notary Public, personally appeared Stephen C. Poner, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS who proved to me on the basis of sallsfactury evidence to be the person(s) whose name(a) later subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ner/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(If eigned and notarized in California):

I certify under PENALTY OF PERJURY under the laws of the State of Culifornia that the foregoing paragraph is true and correct.

WITNESS my hand and official seat

Signature (Re

My commission expires: /- 3.//
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DANIEL TREVINO
Actory Public
Strip of Totals
My Comm. Exp \$1:03-2011

Page | of f

SAN BERNARDINO, CA Document: AS 2008, 165131 Page 1 of 1

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ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20090031412411 Investor/Loan Type: Conventional

Date of Assignment:

Effective September 22, 2009

Assignor:

MORTGAGE ELECTRONIC REDISTRATION SYSTEMS, INC. AS NOMINEE FOR

LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Assignee:

BAC HOME LOANS SERVICING, I.P FORMERLY KNOWN AS COUNTRYWIDE

HOME LOANS SERVICING LP

Assignee's Mailing Address:

AS:

7105 CORPORATE DRIVE PT'X-B-35

(including county)

PLANO, TX 75024

NOTE and DEED OF TRUST-

Maker/Grantor:

RICHARD JOHN KREWAY

Date:

November 09, 2007

Original Amount:

\$1,275,000.00

Payce:

MORTGAUE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR

LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Trustee:

G. TOMMY BASTIAN

Recording Information: (including county)

VOI.UME 13215, PAGE 1900

(BEXAR)

Property (including any improvements) Subject to Deed of Trust:

LOT 92, BLUCK 2, SUMMERGLEN UNIT 1A (PLANNED UNIT DEVELOPMENT), BEXAR COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 9550, PAGE 191, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

After Recording Return To: Barrett Daltin Frappler Turner & Engel, I.LP 15000 Surveyor Bivd., Suite 100 Addison, TX 75001 Attn: NDeX Title Services, LLC

ASSG20090031412411

ASGNDOT rpt - (04/24/08) / Var-05

Page Lof 2



ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20090031412411 Investor/Loan Type: Conventional

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS



CORPORATE ACKNOWLEDGMENT

State of 1025 5

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed

PREPARED BY AND AFTER RECORDING RETTIRN TO BDFTE, L.L.P. 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

ASGNDOT (p) - (04/24/08) / Ver-05

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State of Taxas
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Page 2 of 2

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> > NOV 19 2009

COUNTY CLERK SE KAR COUNTY, TEXAS

ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20100187403798

Doc# 2010008326

Investor/Loan Type: FNMA

LN:

Date of Assignment:

Effective January 22, 2010.

Assignor:

JPMORGAN CHASE BANK, N.A.

Assignee:

CHASE HOME FINANCE, LLC

Assignee's Mailing Address:

(including county)

3415 VISION DR.

COLUMBUS, OH 43219

NOTE and DEED OF TRUST-

Maker/Grantor:

**FAITH COLEMAN** ANTHONY JONES

Date:

January 28, 2008

Original Amount:

\$ 375,250.00

Payee:

RESOURCE LENDING GROUP

Trustec:

THOMAS F VETTERS

Recording Information:

CLERK'S FILE NO. 2008006146

(including county)

(BRAZORIA)

Property (including any improvements) Subject to Deed of Trust:

LOT EIGHTEEN (18), BLOCK ONE (1), FINAL PLAT OF SOUTHERN TRAILS, PHASE I, SECTION 3, A SUBDIVISION IN BRAZORIA COUNTY, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2005, PAGE 42725 OF THE MAP RECORDS OF BRAZORIA COUNTY, TEXAS.



PREPARED BY AND AFTER RECORDING RETURN TO BOFTE, LLP 15000 Surveyor Boulevard, Suite 100, Addition, Texas 75001

ASGNDOT (DL - (01/14/2010) / Ver-09

Page 1 of 2



ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20100187403798 Investor/Loan Type: FNMA

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

JPMORGAN CHASE BANK, N.A.

By: Barrett Daffin Frappier Turner & Engel, LLP

Its: Attorney in Fact

By

Name: Stephen C. Forter

lts.

Authorized Signatory

CORPORATE ACKNOWLEDGMENT

State of

Texas §

County of

Dallas 8

Before me, Steels III Shellstrom, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the authorized signatory of Barrett Daffin Frappier Turner & Engel, LLP, as Attorney in-Fact for JPMORGAN CHASE BANK, N.A., a National Banking Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this

EB.2 2 2010

, 2010.

Notary Public Signature

My Commission Expires:

Teresa M. Shellstrom

Tenesa M. Shellstrom Notary Public State of Texas My Comm. Exp 09-17-2011

Printed Name of Notary Public

PREPARED BY AND AFTER RECORDING RETURN TO. BDFTE, ILP 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

ASGNDOT rpt - (01/14/2010) / Ver-09

Page 2 of 2

Doct 2010008326 # Pages 2 03/03/2010 A:09PM Official Public Records of BRAZORIA COUNTY JUYCE HUDMAN COUNTY CLERK Fees 628.00

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ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20100031400633 Investor/Loan Type: FHLMC

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assigned, and warranted that the lien was will against the properly in the penerty indicated, and

WHEREAS, the Nelder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and watership by this document.

NOW THEREFORE, for value revelved Holder of the Note and Deed of Trust dies hereby evidence and memorialize in transfer and assignment of the Note and Deed of Trust in Assignment and instead above.

When the context requires, singular nount and pronouns bislude the plural.

MORTOAGE ELECTRONIC REGISTS ATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS HIT CESSORS AND ASSIGNS

DY

TBr Siephen C. Poner, Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_

Dallas

Defere est, the undersigned Notesy Fubilic, on this day personally appeared Stephen C. Poner, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINGE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a co-position, on behalf of asid corporation, known to the life person whose name is subjectived to the fungating instrument and acknowledged to me that he life executed the same for the parposes and consideration therein expressed.

Oliven under my hand and seal of office this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_

My Commission Expires:

Notary Public Signature

HILL'E GLINSFIGER
History Public
Electrical
My Gonth, Rep. Doca 2019

Printed Name of Natary Public

PRIPAREDRY AND AMERICAL TRANSPORTER HAS BUTTE, HAT I MAKE THE THOU THE HAT I MAKE TO THE THOU

ANDNOOT BE GOINE TO BE VEIN

Page 2 et 2



Branch :F41,User :AT03

Comment:

Station Id :JCZG

042

7 M3

Recording requested by. 1,PS Default Title & Closing

When Recorded Mail To: NDEr West, L.L.C. | 5000 Surveyor Boulevard, Suite 500 Addison, Texas 75001-9013



DOC # 2009-0334829 06/30/2009 BB:BBR Fee: 12.00
Page 1 of 1
Recorded In Official Records
County of Riversids
Larry U. Wars
hashaer, County Clark & Records

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Trustee Sale No : 20070182300724 Title Order No :: 090403871

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers in U.S. HANK, N.A. all beneficial interest under that certain Deed of Trust dated 07/14/2006, executed t , as Trust or to Interest under that certain Deed of Trust dated 07/14/2006, executed t ... as Trust or to PRLAP, INC, Trustee, and Recorded on 07/20/2006 as Instrument No. 2006-0532236 of Official Records in the County Recorder's office of RIVERSIDE County, Collifornia. Describing land therein: AS DESCRIBED IN DEED OF TRUST MENTIONED ABOVE.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated

JUN 23 2009

SANK OF AMERICA, N.A.

Stephen C. Porter, Phorney laufers

State of Texas) County of Dallas)

Before me Est water Aun Auman du , the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Attorney-in-Fact of BANK OF AMERICA, N.A. a corporation, on behalf of sold corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Olven under my hand and seel of office this \_\_\_\_\_ day of \_\_\_UN 2 3 2009

Printed Name of Notary Public

RIVERSIDELCA

Document: AS 2009.334829

Page Loft

Printed on 4/23/2012 8:37:05 AM



ASSIGNMENT OF NOTE AND DEED OF TRUST

20090499580 11/03/2009 RP3 \$20.00

BDFTE No.: 20090031411837 Investor/Loan Type: FNMA

Date of Assignment:

Effective September 16, 2009

Assignor:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR

LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Assignee:

BAC HOME LOANS SERVICING, LP FORMERLY KNOWN AS COUNTRY WIDE

HOME LOANS SERVICING LP

Assignce's Mailing Address:

7105 CORPORATE DRIVE

(including county)

PTX-B-35

PLANO, TX 75024

NOTE and DEED OF TRUST--

Maker/Omnior:

JORGE JUAREZ

Date:

June 30, 2004

Original Amount:

\$ 113,729.00

Payce:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR

LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Trustee:

RANDALL C. PRESENT

Recording Information:

CLERK'S FILE NO. X767177

(including county)

(HARRIS)

Property (including any improvements) Subject to Deed of Trust:

LOT 25, BLOCK 2, SONOMA RANCH, SEC 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 544014 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

After Recording Return Tor Barrett Dattin Freepler Turner & Engel, LLP 15000 Surveyor Blvd., Sulte 100 Addison, TX 75001

Attn: NDeX Title Services, LLC

ASSG20090031411837

Page 1 of 2

ASGNDO'I'.rpt - (04/24/08) / Vgr-05



-B184

記を言る言 1053-155ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20090031411837 Investor/Loan Type: FNMA

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS

BY:		
17'S:	Stephen C. Porter, Assistant Secretary	
112:	Stephen C. Pulter, Assistant Secretary	_

CORPORATE ACKNOWLEDOMENT

State of Texas Dallns County of

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this \_\_\_\_ day of

My Commission Expires:

Notary Public Signature

SUSAN IYNN LUCERO Notary Public, State of Texalification Name of Notary Public My Commission Expires September 19, 2013

PREPARED BY AND AFTER RECORDING RETURN TO: BOFTE, L.L.P 15000 Surveyor Boulevard, Suite J 1, Addison, Texas 75001

Page 2 of 2

2009 NOV -3 AM 10: 25

AND PROMOREM INFOCURED TRAINED THE BALL PROTON, OR USE OF THE DESCRIBED NEW RECHERS WELLES FOR COLOR OR RACE IS MAINLED AND UNIFOCK-MALE UNDER PEDEMAL DAYS. THE BYATE OF TEXAS.

COLUMNY OF HAMRISS

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NOV - 3 2009





RSSIGNAT

2010028392

3 PGS

ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20100031405595 Investor/Loan Type: FHLMC

Date of Assignment:

Effective February 23, 2010

Assignor:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR

LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Assignee:

BAC HOME LOANS SERVICING, LP FORMERLY KNOWN AS COUNTRYWIDE

HOME LOANS SERVICING LP

Assignee's Mailing Address: (including county)

7105 CORPORATE DRIVE

PTX-B-35

PLANO, 1'X 75024

NOTE and DEED OF TRUST-

Maker/Orantor:

SHERY LIVINGSTON-WILLIAMS SHERYL LIVINGSTON-WILLIAMS

Date:

JON WILLIAMS September 14, 2007

Original Amount:

\$ 142,916.00

Payee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR

LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Trustee:

SCOTT R. VALBY

Recording Information:

CLERK'S FILE NO. 2007116797

(Including county)

(FORT BEND)

Property (Including any improvements) Subject to Deed of Trust:

LOT NINE (9), IN BLOCK THREE (3), OF TEAL RUN, SECTION SIXTEEN (16), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT NO. 20040104 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

> ASSG20100031405595

PREPARED BY AND AFTER RECORDING RETURN TO: BOFTE, LLP 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

ASGNDOT m1 - (01/14/2010) / Ver-09

Page | of2

STATE OF TEXAS COUNTY OF FORT BEND

I, Dianne Wilson, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been reducted as allowed by law.



Dianne Wilson, County Fort Bend County, Texas August 26, 2013



ASSIGNMENT OF NOTE AND DEED OF TRUST

BDFTE No.: 20100031405595 Investor/Loan Type: FHLMC

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated: and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS

ITS: Stephen C. Porter. Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of <u>Texas</u> §
County of Dallas 8

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of March

Brade

My Commission Expires:

ary Public Signature

Georgia Ann Bradley

Printed Name of Notary Public

GEORGIA ANN BRADLEY Notary Public, State of Texas My Commission Expires February 20, 2013

VETARED BY AND AFTER RECORDING RETURN TO: BDFTE, LLP 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

ASGNDOT.rpt - (01/14/2010) / Ver-09

Page 2 of 2

STATE OF TEXAS
COUNTY OF FORT BEND

I. Dianne Wilson, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



Dianne Wilson, County Clerk Fort Bend County, Texas August 26, 2013

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2816 Apr 65 62:15 PM J4 \$15.86

2010028392

Planne Milimon COUNTY CLERK F7 BEND COUNTY TEXAS

STATE OF TEXAS
COUNTY OF FORT BEND

Diagnet Wilson, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



Dianne Wilson, County Clerk Fort Bend County, Texas August 26, 2013 Book 14940 Page 685 2pgs

Doc# 20110072494

This spect for Recorder's un-

#### ASSIGNMENT OF DEED OF TRUST

DociD# 72218164389412105

Recording Requested By: Bank of America Prepared By: Cecilia Rodriguez 888-603-9011

450 E. Boundary St.

Chapin, SC 29036

When recorded mail to: CoreLogic 450 E. Boundary St. Attn: Release Dept. Chapin, SC 29036

Property Address: 24811 PARVIEW CIR San Antonio, TX 78258

TK9-AD7 17897075 4/77/7

MIN #: 1001337-0002657188-8

MERS Phone # 888-679-6377

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W.

34TH AVENUE, SUFTE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose oddress is BAC CORP OWNED ASSET, SIMI VALLEY, CA 93065 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender:

COUNTRY WIDE BANK, F.S.B.

Borrower(s):

RICHARD JOHN KREWAY, AN UNMARRIED MAN

Original Trustee:

G. TOMMY BASTIAN

Date of Doed of Trust: Original Loan Amount: 11/9/2007 \$1,275,000.00

Recorded in Bexar County, TX on: 11/13/2007, book N/A, page N/A and instrument number 20070266307 IN WITNESS WHEREOF, the undersigned has caused this Assignment of Dead of Trust to be executed on

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

STOLEMS, INC.

Bud Kamyabi, Assistant Secretary

State of California County of Ventura

On April 27, 2011 before me, Irma Diaz, Notary Public, personally appeared Bud Kamyabi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity/ies?, and that by his/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: Irma Diaz

My Commission Expires: 9/13/2014

(Seal)

IRMA DIAZ Commission # 1903988 Notary Public - California Ventura County



Doc# 20110072494 # Pages 2 04/28/2011 15:15:17 PM e-Filed & e-Recorded in the Official Public Records of BEXAR COUNTY GERARD RICKHOFF COUNTY CLERK

Fees 16.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
04/28/2011 15:15:17 PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Doo# 2012010862

This was for Expended and

### ASSIGNMENT OF DEED OF TRUST

D# 1043561668920847 Doc1D#

Property Address: 6732 Meadow Breeze La Rockeron, TX 77583-2070

Recording Requested By: Bank of America Prepared By: Diana De Avila

E88-603-9011 450 E. Boundary St. Chapin, 8C 29036

When recorded mail to: Core Logic 456 E. Boandary St. Attai Release Dept. Chaples, SC 29036

MIN # 1000594000802A1132

MERS Pronc #. BEE-679-6377

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E Voorbees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is \$200 JONES BRANCH DR, MCLEAN, VA 22102 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Dood of Trust

Original Lender:

UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC

Borrower(s):

ZEPHREE A. BRINSON, AN UNMARRIED WOMAN

Original Trustee:

SCOTT R. VALBY

Date of Deed of Trust:

B/28/2003 Orlainsi Loan Amount: \$112,400,00

Recorded in Brazeria County, TX on: 9/8/2003, book N/A, page N/A and instrument number 03 056740 IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

MAR 1 2 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

> Bud Kamyabi Assistant Secretary



State of California		
County of Venture On MAR 1 2 2017 before me	Tony Rushing	, Notary Public, personally
appeared <u>Bud Karnyalk</u> the person(s) whose name(s) is/are subscrib- executed the same in his/ner/their authorizes the person(s), or the entity upon behalf of w	ed to the within instrument and a disposity (iss), and that by his/h	etypeit signature(s) on the thranks
I cortify under PENALTY OF PERJURY paragraph is true and correct.	' under the laws of the State of	C-lifernia that the foregoing
WITNESS my hand and official stal.	1.0	TONY RUSHING
Notary Public Commission Expires:	bing (See	Commission # 1836606 Mickey Public - Galifornia Los Angeles County My Comm. Expires May 16, 2015
	,9	

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Doel De

e-Recording
Doc# 2012010862
# Pages 3
03/14/2012 08:57:22 AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees 20.00

Goya Huduan

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4/22/11 10118181 DK T BK 5,295 PG 340 DEBOTO COUNTY, NS W.E. DRUIS, CH CLERK

This speak for Recorder's una

2041034200018100

Resorting Requested By: Bank of America Propared By: Mercodes Juditta 888-898-9011 480 E, Baundary H. Chapin, HC 20036

When recorded mall to: CoreLogic 480 E. Boundary &L Atin: Release Dept. Chapin, &C 20036

Property Address: 1004 LOTTIN DRIVE Olive Breash, MS 55664

FOX 8: TROMPROSPHILLER

RELL PART: HERMANN

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trus (Arein "Assigner") whose address is 3300 k.W.
34TH AVENUE, RUITE 101 OCALA, PL 34474 does hereby grant, sell, estign, transfer and sonvey who, BAC
HOME LOANS SERVICING, LP PKA COUNTRYWIDE HOME LOANS SERVICING, LP whose
address is 45) TTH ST.SW PB-133, WASHINGTON DC 20410 all beneficial interest under that serials Deed of
Trust described below tegether with the noise(s) and obligations therein described and the mining due and to become
due thereps with interest and all rights accrued or to ascense under said Deed of Trust.

Original Landon

Taylor, bean a whitaker mortgage corp. Christy crapt

BOTOWING):

THE ID:

Original Trustee: SELECT TITLE AND ESCROW
Date of Dad of Trust: 8/15/2008 Original Lean Amount: \$147,766.60
Recorded in DESCTO County, MS on: 8/14/2008, book 5,778, page 656 and instrument number N/A

Property Lagol Description:
LOT 181, SECTION D. FAIRMAVEN ESTATES SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN
PLAT ROOK 69, PAGES 38 AND 36, IN THE CHAMCERY CLERK'S OFFICE OF DESCROT COUNTY,
MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR
DESCRIPTION OF SAID PROPERTY. THIS PROFERTY IS SITUATED IN SECTIONS 3 AND 3,
TOWNSHIP 3 SOUTH, RANGE 6 WEST, CITY OF DLIVE SRANCH, DESCTO COUNTY,
MISSISSIPPI, HAVING A STREET ADDRESS OF: 10064 LOFTIN DRIVE, OLIVE BRANCH, MS.
35684

Indusing Instructions: Let(s): 181 Block(s): NA Subdivision: FAIRMAVEN ESTATES Town: OLIVE BRANCH

IN WITHIRS WHEREOF, the undereigned has source this Assignment of Dead of Trust to be excepted on

MORTOAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Byl Kemyabi, Assistani Berretary

**EXHIBIT** 

# Case 3:13-cv-00463 Document 1-3 Filed in TXSD on 12/30/13 Page 18 of 45

CFN # 110018883, OR EK 47885 Page 1029, Page 1 of 1, Recorded 08/02/2011 at 07:20 AM, Broward County Commission, Deputy Clerk ERECORD

Reporting Requested By: Bank of America Propared By: Debble Niebles 880-603-9011 When recorded mell to: When reserved ment to:
CoreLegie
450 E. Beundary &t.
Aphin Relinate Dept.
Chapie, &C 29036

Doctor 49013980198013652 Property Address:

6471 BW 8th 81 Pembroke Piece, PL 4343

MERS Phone #: \$64-679-6377

MIN #: 1000157-0006933793-0

ASSIGNMENT OF MORTGAGE

CASTON BENTO OF MORTGAGE

(For Yalus freeding), the understand holder of principals therein "Anglans") behas address is 2000 S. W. MITH

AVENUE, EUSTE', 19 OCK LAND, 3444 dock berbby grant belt hallow frames and convey was BACHOME.

LOANS ERRYIGING, LE FRANCOUNTRY WIDE HOME! LOANS FERVICING AP whose address 10/13/50

WORLD GATE HE, HERNDON! VA. 20/79 hi perchelal state as Indo. that cardan Margary admely 1885 below

world all high a locerused or as been a made said Morgans.

Original location of the control made said Morgans.

Original location.

AMERICA'S WHOLD SALE LENDER

CHAUTERLE'S WHOLD A MARRIED WOMAN, AND VALUE OF MATTOS

GRADBAL MARRIED WOMAN, AND VALUE OF MATTOS

AND AND MARRIED WOMAN, AND VALUE OF MATTOS

Original Lean Amount

8375,000,00

orded in Brownerd County, FL an: 9/17/2006, book OR 43400, page 864 and learnement member 104245934

IN WITHERS WHEREOF, the undersigned has easied this Assignment of Mortgage to be encerted on MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Bull

Assistant Secretory
Without Cypilis Socion

Luis Hondas Antietent Secretary

Witness Beptrly Brooks

State of Colifornie

County of Vesture

On discrit. 07.201) before the, firms Dies, Notary Public, personally appeared Bild Kamys bi and Luis Roldan, who proved to me on the basis of satisfactory a vidence to be the person(s) whose namie(s), there subscribed to the within instrument and acknowledged to me that helphotchey executed the same, in his described appearing (iss.), and that hy-histocribed regiments (s) on the instrument the person(s), or the entity upon behalf of which the person(s) soud, executed the instrument.

I merify under PENAUTY OF PERJURY under the laws of the State of Collibrate that the foregoing paragraph is true and correct.

WITHING my hand and official seel.

birkery Public: Irms Diss

My Commission Expires: 9/13/2014

IXMA DIAZ

Commission - 1903968

Metary Parists - Calliornia

We name County

My Comm. Explore \$50 12, 2014



Case 3:13-cv-00463 Document 1-3 Flied in TXSD on 12/30/13 Page 19 of 45

CPN # 110015881, OR BK 47885 Page 1102, Page 1 of 1, Recorded 05/02/2011 at 07:21 AM, Broward County Commission, Deputy Clerk ERECORD

Recording Requested By: Such of America Propared By: Dobble Nieblas 888-603-7017 When recorded mill to: CornLegs: 460 E. Boundary St. Atta: Release Dept. Chaple, SC 3 P034 DoelDr 19114494350465344 Property Address; 5550 TO 19 WH 6124 Corosul Creek, FL 33073 MIN 9: 1000137-0007223393-1 MERS Phone F. 884-679-6377 ASSIGNMENT OF MORTGAGE ABSIGNMENT OF MORTGAGE

ABSIGNMENT OF MORTGAGE

For Value Received, the underliked holder of a Maragare (hardle "Alabase") industrating the BANK OF NEW VORK. Seller 19: Octabally 1. Media does hereby, grade, sell, seller, stating, stating order on other unit of the BANK OF NEW VORK. ACCOUNTS THE STANK OF NEW VORK. ACCOUNTS THE STANK OF NEW VORK. ACCOUNTS THE STANK OF NEW YORK, ACCOUNTS THE CHARLES THE STANK OF NEW YORK ACCOUNTS THE CHARLES ACKED CERTIFICATES, ERRIES 1006-22, whole addyses in 10.19GRICULAN STANK OF NEW YORK ACCOUNTS THE STANK OF CRIS SNELLA A PANALIGAN, A SINGLE WOMAN Original Benewur(s): Date of Merigages 10/15/2004 Original Lass Arres 8143,731.00 Restrict in Provend County, FL on: 11/26/2004, book CJR 43141, page 1841 and instrument number 100411488 IN WITHERS WHEREOF, the underligned has caused this Assignment of Miritage to be exampled on MORTGAGE ELECTRONIC RECISTRATION SYSTEMS, INC. Byl Buck Lad Rojean Automat Secretary Ambitant Berretery Wilself Cyathin Santin State of California

On <u>Florit F7, 3011</u> before me, Irres Disz, Notary Public, personally appeared Bird Kamyahi and Liels Rolden, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) priore subscribed to the within instrument and schowledged to me that hasher they executed the same in-history that sutherland capacity (ies), and that by-history their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) school, executed the instrument.

I certify under PENALTY OF PERJURY under the hims of the State of California that the borogolag paragraph is true and correct.

WITNESS my hand and official seal.

County of Venture

Hylory Public: Ireas Diax
Hy Commission Expires: 9/13/2014

GRUADIAZ
Commission # 1903040
Rotary Public - Dalfornia
Medius County
My Comm. Egales Sep 19, 2014



# Case 3:13-cv-00463 Document 1-3 Filed in TXSD on 12/30/13 Page 20 of 45

CFN # 110015998, OR BK 47895 Page 1271, Page 1 of 1, Recorded 05/02/2011 st 08:25 AM, Broward County Commission, Daputy Clark ERECORD

Recording Requested By: Bank of America Prepared By: Debbie Michiga 838-643-9011 When recorded mall to: Core Lugic 450 E. Beundery 51. Atha Release Dept. Chaple, 6C 29436 Doct D# 13783691241686 Property Address: 27M PADDOCK ROAD Wester, FL 33331

MIN E: 1000 | 57-0003 SEE | 18-1 MERS Phone E: \$48-679-6377

ASSIGNMENT OF MORTGAGE

ABSIGNMENT OF MONTGAGE

ABSIGNMENT OF MONTGAGE

AND THE RECEIVED, the undefilled holds of a Morgage (horizon Asiagon) those address is 300 8 59, 34th

AND THE BANK OF NEW YORK, AS TRUSTEE, FOR THE CERTIFICATE BUILDERS OF

COUNTRY OR A TRUSTEE, FOR THE CERTIFICATE BUILDERS OF

CHAIR THAT THE BANK OF NEW YORK, AS TRUSTEE, FOR THE CERTIFICATE BUILDERS OF

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Original Borowa (s):

Tubhar Patel, a Married Man, soined by his wife bruana Swanson Patel

Date of Merigage:

1/24/26/06 81,400,004.40

Orleinal Loan Amounts Recorded in Brownerd County, FL on: 3/1/2006, book DR 41574, page 161 and instrument number 166743618

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Morquige to be essented on

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Byl Engyphi Bud Kamyabi Amidael Secretary

Laid Halden Assistant Secretary

State of California County of Venisire

On Accel 27, 201 before me, Irms Diaz, Notary Public, personally appeared Bud Kamyshi and Lails Roldan, who proved to the on the basis of satisfactory evidence to be the person(s) where name(s) More subscribed to the within francument and school-ledged to me that halohe/they executed the same inhibited fall bud herefalls authorized capacity(iss), and that by his benche it signetize(s) on the instrument the person(s), or the mility upon behalf of which the person(s) setted, excepted the instrument.

I sertify under PENALTY OF PERSURY under the tens of the State of California that the foregoing paragraph is true and sorrest.

WITNESS my hand and official pail.

emo Nothery Public: Irms Dias

My Coramission Expires: 9/13/2014

DEACA DEAZ Commission # 1909888 Hotary Public - Cablomis Ventura County My Comm. Explore Boy 15, 2014

